

# LumEfficient

## Resilient LED

### Terms & Conditions of Sale

#### STANDARD FREIGHT TERMS

F.O.B. Shipping Point. Freight allowed to qualified accounts on single shipments valued at \$2,500.00 or more, within the 48 contiguous United States, unless otherwise agreed upon in writing.

#### PAYMENT TERMS

Payment terms are net 30 to established accounts. Credit application must be submitted for approval for all new accounts. Please allow 2-3 days for processing of application. To expedite rush orders for new accounts, we may request full or partial payment in advance. A service charge of 1.5% per month will be added to all overdue invoices.

#### RETURNED GOODS

All returns must have a written RMA. NO PRODUCT RETURNS WILL BE ACCEPTED BY MANUFACTURER IF NOT ACCOMPANIED BY A VALID RMA NUMBER. Product returned without a RMA number will either be refused or returned to Purchaser at Purchaser's expense. Purchaser is responsible for return transportation. Manufacturer is not liable for loss or damage to unauthorized product returns. Once issued, RMA numbers are valid for 30 days. If replacement merchandise is requested, Manufacturer is responsible for shipping. A new PO must be provided for replacement merchandise. All returns are subject to the following conditions:

- **Return of Non-Defective Merchandise:** Requests to return non-defective merchandise must be made within 60 days and returned in original factory-sealed LumEfficient cartons in saleable condition. Return requests within 60 days of delivery will be assessed a 35% restocking fee. No material will be accepted for credit more than 60 days from the invoice date. Unsalable or damaged merchandise will be credited at salvage value. LumEfficient reserves the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the minimum restocking charges of 35%. Merchandise credit only, no cash refunds. Unique or custom-built product cannot be returned.
- **Return of Defective Merchandise:** Returns of defective merchandise for replacement will be replaced at LumEfficient's discretion. Defective merchandise returned for credit will be credited at LumEfficient's discretion. Returns will be subject to inspection. If material is found to be defective due to neglect, alterations, abuse, or misuse, credit will

# LumEfficient

## Resilient LED

- not be issued. If material is found to function as intended, merchandise will be returned at Purchaser's expense.
- **Request for Replacement Material/Fixtures:** All requests for replacement parts must have a purchase order. Replacement parts are invoiced upon shipment. An RMA is issued for the return, and credit is issued when the non-functioning parts are returned and our evaluation shows that the returned parts exhibit a factory defect. If material is not returned for credit within 30 days from RMA issue date and the invoice remains unpaid, LumEfficient will insist on payment. Credit will only be issued when parts are shown to have a factory defect. If material is found to be defective due to neglect, alterations, abuse, misuse, or incorrect installation, credit will not be issued. If this is the case, we will insist on payment for the replacement parts.

### **LIMITED WARRANTY ON LUMINAIRES**

LumEfficient, warrants that its luminaires will be free from defects in material and workmanship from the date of delivery by LumEfficient for seven (7) years. Covered luminaires include the following families of products: **Resilient Brand of Luminaires**

All LumEfficient luminaires must be operated in applications which the maximum ambient temperature is below the maximum operating temperature as listed on each product specification sheet. This warranty is conditioned upon proper storage, installation, use, and maintenance. This warranty is not applicable to any luminaire which is not installed and operated in accordance with the current edition of the National Electric Code (NEC). This warranty is not applicable to any luminaire subjected to abnormal stresses and operating conditions.

LumEfficient will repair, or at our option, replace the defective product during the stated warranty period. This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to our instructions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism, or civil disturbances. Purchaser must notify us in writing within 30 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the product. This warranty is in accordance with LumEfficient's Terms and Conditions of Sale and any territorial or application related restrictions therein. LumEfficient reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaim all warranties not stated in this limited warranty. The express limited warranty is extended by LumEfficient only to the original or first end-user purchaser.

# LumEfficient

## Resilient LED

NO IMPLIED STATUTORY WARRANTY OF MERCHANDISE OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD. The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kinds, statutory or otherwise are given or herein expressed. This warranty sets forth LumEfficient's responsibilities regarding its components and claimant's exclusive remedy.

**LIMITATION OF LIABILITY:** LumEfficient will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability, or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to loss of profit or revenues, loss of use of components or any goods associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities of service, down time cost, or claims of claimants customers.

This warranty gives the claimant specific legal rights. The claimant may also have other rights which vary from state to state.

**TERMS AND CONDITONS ARE SUBJECT TO CHANGE WITHOUT NOTICE**